



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

January 8, 2008

The Honorable Board of Supervisors
County of Los Angeles
380 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: MAINTENANCE AGREEMENT BETWEEN
THE CITY OF LANCASTER AND THE COUNTY OF LOS ANGELES
45TH STREET WEST BETWEEN QUARTZ HILL ROAD AND AVENUE M-4
CITY OF LANCASTER
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this action is exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Chair of your Board to sign the maintenance agreement with the City of Lancaster. The maintenance agreement provides for the City of Lancaster to maintain drainage improvements on 45th Street West at no cost to the County of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide for the City of Lancaster to maintain drainage improvements on 45th Street West between Quartz Hill Road and Avenue M-4 in the unincorporated County area at the City of Lancaster's expense.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) and Community Services (Goal 6). The recommended action provides for the maintenance of the drainage improvements on 45th Street West to be provided by the City of Lancaster, which will lead to better flood protection and will enhance the quality of life for residents in the area.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Your Board's approval of the attached maintenance agreement will result in no fiscal impact on the County of Los Angeles. The maintenance of the drainage improvements on 45th Street West will be provided by the City of Lancaster at the City's expense.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached maintenance agreement was reviewed and approved as to form by County Counsel. This maintenance agreement was executed by the City of Lancaster on November 13, 2007.

ENVIRONMENTAL DOCUMENTATION

This action is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1(e) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301(b) of the CEQA guidelines. This exemption provides for maintenance of existing facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Execution of the maintenance agreement will enhance flood protection by providing for the maintenance of drainage facilities on 45th Street West.

The Honorable Board of Supervisors
January 8, 2008
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CONCLUSION

Please return one adopted copy of this letter and the agreement marked CITY ORIGINAL to the Department of Public Works, Programs Development Division. The agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
SA:sc

Attachment

c: County Counsel
Fifth Supervisorial District (Norm Hickling, Paul Novak)
Department of Public Works (Budget/Fund Management, Fiscal, Land Development,
Road Maintenance)

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF LANCASTER, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, drainage improvements are located on 45th Street West between Quartz Hill Road and Avenue M-4; and

WHEREAS, the drainage improvements consist of a reinforced concrete double box, four box culverts, a rip-rap energy dissipater, a splash wall, and a gunite ditch, said improvements, which are identified in Exhibit A (hereinafter referred to as DRAINAGE IMPROVEMENTS); and

WHEREAS, portions of the DRAINAGE IMPROVEMENTS west of the centerline of 45th Street West are located within the unincorporated COUNTY area; and

WHEREAS, the term MAINTENANCE OF DRAINAGE IMPROVEMENTS shall mean repairing, replacing, and cleaning the DRAINAGE IMPROVEMENTS.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To operate and provide MAINTENANCE OF DRAINAGE IMPROVEMENTS at CITY expense.
- b. To repair any damages to COUNTY improvements caused by DRAINAGE IMPROVEMENTS, at CITY expense.

(2) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT may be amended or modified in writing only with the written consent of COUNTY and CITY.

76448

- b. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Randy Williams
Director of Public Works
City of Lancaster
44933 North Fern Avenue
Lancaster, CA 93534-2461

COUNTY: Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- c. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- d. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party solely by the virtue of said 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- e. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32064 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect are inapplicable to this AGREEMENT.

76448

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF LANCASTER on November 13, 2007, and by the COUNTY OF LOS ANGELES on January 08, 2008.

ATTEST:

SACHI HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

COUNTY OF LOS ANGELES

BY

Yvonne B. Bunker
Chair, Board of Supervisors

By

[Signature]
Deputy



APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By

[Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

36

JAN 08 2008

CITY OF LANCASTER

By

[Signature]
Mayor

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

ATTEST:

By

[Signature]
City Clerk

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

APPROVED AS TO FORM:

By

[Signature]
City Attorney



By

[Signature]
Deputy

QUARTZ HILL ROAD

APN 3101-020-033

ENERGY DISSIPATOR PER
APWA STD. 384-1(SEE S.D.
PLAN FOR TRACT 53445)

RIP-RAP PAD PER TRACT
53445 GRADING PLAN

PROP.
4" P.V.C.



= INDICATES DRAINAGE
EASEMENT TO THE
CITY OF LANCASTER
PER INSTRUMENT NO.
03-2668357

VARIABLE WIDTH DRAINAGE
EASEMENT IN FAVOR OF THE
CITY OF LANCASTER PER
INSTRUMENT NO. 03-2668357

R.C. DOUBLE BOX
PER TRACT 53445
STORM DRAIN PLANS

TENTATIVE
TRACT No.
53445

APN 3101-020-032

LOT 21
APN 3101-020-013

STREET WEST
45TH

VARIABLE SLOPE

6'W x 1'D GUNITE
DITCH

4 ~ 0.5'x 6' RAILTOP
BOX CULVERTS
PER TRACT 53445
STORM DRAIN PLANS

18" HIGH
SPLASH WALL
20'

3' X 1' GUNITE DITCH
PER TR. 53445
STORM DRAIN PLANS

DRAINAGE FACILITIES SHOWN
HEREON ARE TO BE MAINTAINED
BY THE CITY OF LANCASTER

EXISTING
RIGHT OF
WAY

AVENUE M-4



SCALE: 1"=80'

CITY OF LANCASTER
DRAINAGE INFRASTRUCTURE EXHIBIT

EXHIBIT A